



## TERMS AND CONDITIONS OF SALE OF GLOBAL LINK SCAFFOLDING

(Hereinafter referred to as the "Company")

### 1 INTERPRETATION:

The Company and Customer agree that: –

- 1.1 This Agreement shall be interpreted according to and governed in all respects by the Laws of the Republic of South Africa.
- 1.2 The clause headings in these conditions are for convenience only and shall not be used in the interpretation, modification or uplifting of this terms and conditions.
- 1.3 Unless the context clearly indicates a contrary intention, an expression which denotes -
  - 1.3.1 any gender includes the other gender;
  - 1.3.2 a natural person includes juristic persons and created entities and vice versa;
  - 1.3.3 the singular includes the plural and vice versa

### 2 DELIVERY:

- 2.1 Signature of the Company's delivery note by the Customer or any person or employee of said Customer is appropriate proof that delivery of the items listed on the delivery note was properly made to the Customer.
- 2.2 The Customer hereby confirm that the goods on the Tax invoice issued, duly represent the goods ordered by the Customer at the price agreed by the Customer and where delivery/performance has already taken place, that the goods were inspected and that the Customer confirm that the goods were in all aspects those ordered and are free from any defects.
- 2.3 If delivery is delayed or cannot be made for any reason whatsoever and the delay is entirely or partially beyond the Company's control, then the Company's obligation to make delivery will be suspended until the Company is able to make such delivery, provided however that if the Company suspends delivery for a period exceeding 6 (Six) weeks, the Customer shall be entitled, but not obligated, to cancel such order. The Company will not be liable in any way for any claim, which may arise directly or indirectly due to such suspension and the Customer waives any right and/or claim, which it may have in law.
- 2.4 The Company shall be entitled to suspend any delivery and/or any agreement between the parties while the Customer is in breach of any of these terms and conditions or those of any other agreement between the Customer and the Company or in the event of a dispute between the parties.
- 2.5 The Customer accepts that the Company may effect delivery of any of the goods ordered in the same batch at different times, due to the availability of the items or any other reason which may affect delivery of said items at the same time and the Customer will then be obliged to accept delivery in installments.
- 2.6 a Delivery note (original or copy) held by the Company shall be conclusive proof that the delivery was made to the Customer when signed by the Customer or a third party engaged to transport the goods.
- 2.7 If the Company decides to engage a third party to transport the goods, the Company is hereby authorized to engage a third party on the Customer's behalf and on the terms deemed fit by the Company. The Customer indemnifies the Company against any claim that may arise from such agreement.
- 2.8 The Customer shall not have any claim whatsoever against the Company, and the Company cannot be held liable in any way –
  - 2.8.1 if the goods fail to arrive at their destination; or
  - 2.8.2 for any loss of and/or damage to the goods, arising from any cause whatsoever, while it is in transit, irrespective of who is responsible for its delivery.

# GLOBAL LINK CAFFOLDING

## 3 OWNERSHIP AND RISK:

- 3.1 The goods sold and delivered to the Customer shall remain the exclusive property of the Company and ownership thereof will remain vested in the Company until the purchase price has been paid in full. The Company shall in its sole discretion have right to repossess any such goods delivered.
- 3.2 Risk in the goods will pass to the Customer on date of delivery.
- 3.3 The Customer agrees that neither the Company, nor any of its employees will be liable for any negligent or incorrect misrepresentations made to the Customer.
- 3.4 It is the sole responsibility of the Customer to determine that the goods ordered are suitable for the purpose of intended use.
- 3.5 Under no circumstances will the Company be liable for any consequential damages or for any delictual liability of any nature whatsoever.
- 3.6 Under no circumstances will the Company be liable for any damage arising from any misuse or abuse of the goods.
- 3.7 The risk of damage to, destruction or theft of goods passes to the Customer on delivery and the Customer undertakes to comprehensively insure the goods until paid for.

## 4 PRICES AND PAYMENT:

- 4.1 All prices remains valid until date of the issue of a new price list.
- 4.2 The prices shall automatically be amended to take account of any increases. Notwithstanding the fact that prices are subject to change without notice, goods shall be payable at the price reflected on the tax invoice as received by the Customer. The amount of the variation shall be determined in the absence of agreement by the Company's auditors for the time being acting as experts and not as arbitrators and their decisions shall be final and binding.
- 4.3 Goods purchased from the Company shall be paid by the Customer free of exchange in South-African currency into the bank account of the Company of which the details will be provided to the Customer in writing, or alternatively, at the Company's head office or branch where the goods were ordered by means of:  
(a) Cash on order (b) If the Customer is a Credit Approved Customer, within 30 (Thirty) days from the end of the month in which a tax invoice is issued by the Company to the Customer.
- 4.4 The Customer agrees that interest shall be payable on any amount due and payable to the Company. The Customer shall be liable to pay interest at the rate of prime plus 4% on any overdue balance. Interest shall be calculated from the date on which the payment is due and payable and accumulate until the Company has received payment of the outstanding amount in full.
- 4.5 The Customer has no right to withhold payment for any reason whatsoever and agrees that no extension of payment of any nature will be extended to the Customer and any such extension will not be applicable or enforceable unless agreed to by the Company, reduced to in writing and signed by the Customer and a duly authorised representative of the Company.
- 4.6 The Customer is not entitled to set off any amount due to the Customer by the Company against the debt of the Customer.
- 4.7 All discounts will be forfeited if payment in full is not made on the due date.
- 4.8 The Customer agrees that the amount due and payable to the Company may be determined and proven by a certificate issued and signed by the auditor and/or internal bookkeeper of the Company. Such certificate shall be binding and shall be *prima facie* proof of the indebtedness of the Customer.
- 4.9 Any printout of computer evidence tendered by any party shall be admissible evidence and no party shall object to the admissibility of such evidence purely on grounds that such evidence is computer evidence.
- 4.10 The Customer expressly waives all rights to claim prescription under the relevant provisions of the Prescription Act, Act 68 of 1969, as amended.
- 4.11 a Credit Approved Customer will forthwith forfeit approval when payment is not made according to these terms and conditions.
- 4.12 If any amount is not paid on due date or if any Customer is in breach of these terms and conditions, all amounts unpaid shall immediately become due and payable, notwithstanding the fact that a portion of the amount may not be owing in accordance with the required terms of payment.

**Full Associate Member of the Scaffolding Association of Southern Africa**  
**Members: I.L.Mulla, A.R.Timol, J. Beacon**

# GLOBAL LINK CAFFOLDING

4.13 A deposit as stipulated on the invoice is to be paid by the Customer on date of signature of this Agreement

## 5 WARRANTIES AND REPRESENTATIONS:

- 5.1 Any recommendations, formula, figure, advise, specification, illustration, diagram, price list, dimension, weight or other information furnished by the Company is an indication and for information purposes only, unless explicitly stated otherwise in writing and such information does not form the basis for any part of the sale.
- 5.2 The Company shall not be liable under any circumstances whatsoever, for any loss or damages arising from the use by the Customer of any material or information referred to in clause 5.1, whether furnished negligently or otherwise.
- 5.3 Subject to clauses 3.3, 3.4, 3.5 and 3.6 and provided that the Customer complies with the provision of clause 5.4, the Company undertakes to provide the Customer with a warranty against defective goods for a period of not more than 6 (Six) months from delivery of the goods by the Company to the Customer.
- 5.4 Should the Customer wish to invoke the provision of clause 5.3 –
- 5.4.1 the Customer must notify a duly authorised representative of the Company orally within forty-eight (48) hours, and thereafter in writing within 7 (Seven) days, after the end user of the goods becomes aware of the fact that the goods in question do not comply with the warranty;
- 5.4.2 the Company may inspect the goods in question at the Customer's premises;
- 5.4.3 at its own expense the Customer shall return those goods to the Company if the Company so requires;
- 5.4.4 subject to compliance by the Customer with the above, the Company shall in its sole and absolute discretion remedy that failure by replacing those goods;
- 5.4.5 save for the content of clause 5.4.4, the Customer shall not have any other claim whatsoever against the Company.
- 5.5 The Company reserves the right at any time to alter the specifications of the goods (if any) provided that such alteration does not affect the performance of the goods.

## 6 BREACH:

- 6.1 If the Customer –
- 6.1.1 commits a breach of any of these conditions; or
- 6.1.2 being an individual, dies or is provisionally or financially sequestrated or surrenders his estate; or
- 6.1.3 being a partnership, is dissolved; or
- 6.1.4 being a Company, is placed under a provisional or final order of liquidation or judicial management; or
- 6.1.5 compromises or attempts to compromise generally with its creditors.
- 6.2 In the event of any of the aforementioned circumstances, the Company shall be entitled to immediately: (i) Institute legal action against a Customer at the sole expense of the Customer and/or (ii) Cancel the agreement and take possession of any goods delivered to the Customer and claim damages. These remedies are without prejudice to any other remedy or right the Company may be entitled to in terms of this agreement or in law.
- 6.3 In the event of cancellation, the Customer shall be liable to pay: (a) The difference between the selling price and the value of the goods at the time of repossession and (b) All other costs incurred in the repossession of the goods. The value of the repossessed goods will be deemed to be the value placed on them by any sworn valuator after such repossession and such valuation will be conclusive proof of the value. If the goods are not recovered for any reason whatsoever, the value shall be deemed to be nil.

# GLOBAL LINK CAFFOLDING

## 7 GENERAL:

- 7.1 No variation of these conditions shall be of any force or effect unless it is recorded in writing and signed by the Company's authorised officer for the time being.
- 7.2 No representative, agent, employee or salesman has any authority to waive or vary any of these conditions or make any representations whatsoever on behalf of the Company, except if such authority is given by way of resolution by the Company and the Customer bears the onus to ensure that such resolution is in place.
- 7.3 No indulgence, extension of time, relaxation or latitude which the Company may permit at any time in regard to the carrying out of any of the Customer's obligations shall prejudice the Company in any manner whatsoever or be a waiver by the Company of any of its rights against the Customer.
- 7.4 The Customer hereby acknowledges that he/she has read and understood each term of this agreement and accepts these terms and conditions as binding.
- 7.5 The Customer warrants that the signature on this agreement is authorised to contract on the Customer's behalf.
- 7.6 In the event of the Customer being a Company, Close Corporation, Trust or other entity, the signatory hereto being a shareholder or member or director or trustee as the case may be, by his/her/their signature/s to this agreement, bind themselves as surety and co-principal debtor jointly and severally *in solidum* with the Customer for the due fulfillment of all the obligations of the Customer to the Company as stipulated herein and agree that these standard conditions will apply *mutatis mutandis* to them/him/her.
- 7.7 The Customer shall pay R3 000.00 (Three Thousand Rand) into the Company's given bank account as security for the costs in any action instituted by or against the Customer. The Customer agrees that the Company will not be required to furnish security in terms of Rule 32 of the Rules of the Magistrate's Court or in terms of Rule 47 of the Rules of the High Court.
- 7.8 The invalidity of any part of this agreement will not affect the validity of any other part hereof.
- 7.9 The Customer shall not be entitled to assign its rights or obligations in terms of this agreement to any other party.
- 7.10 The Customer consents to the Company instituting any proceedings arising out of this agreement in any Magistrate's Court having jurisdiction over the Customer, irrespective of the amount of the claim.
- 7.11 The Customer shall be liable to the Company for all legal expenses on the attorney-and-own client scale for the costs of an attorney and counsel incurred by the Company in the event of: (i) Any default by the Customer, or (ii) Any litigation in regard to the validity and enforceability of this agreement. The Customer will also be liable for any tracing, collection or valuation fees incurred as well as for any cost including stamp duty for any form of security that the Company may demand from the Customer.

## 8 PREVIOUS CONDITIONS:

These conditions shall substitute any previous or other terms and conditions between the Company and the customers.

# GLOBAL LINK CAFFOLDING

## 9 GOODS RETURN FOR CREDIT:

- 9.1 Subject to the provisions as stipulated in this Agreement, goods shall be returned by a Customer on date of delivery and claims for goods returned will only be considered if the goods were damaged in transit, are faulty, or were not ordered.
- 9.2 Request for credit must be obtained and clearly indicate quantities, packs, batch numbers and expiry dates. The date of supply and invoice number must be included.
- 9.3 Goods must be in a saleable condition in order to qualify for credit.
- 9.4 No employee, agent or sales representative is empowered to accept goods for credit, nor may they authorize returns for any reason whatsoever, without the prior approval of Management.

## 10 SURETYSHIP (IF APPLICABLE)

The customer shall be obliged to sign the surety hereto. If the customer is a legal entity the owners, being, *Interalia, Directors, members and/or trustees shall be obliged and liable to sign the attached surety.*

I/We the undersigned \_\_\_\_\_ in my/our capacity as an duly authorised representative of the Customer agree on the terms and conditions as stipulated in this Agreement. I/We warrant that the above statements are true and correct in every detail and that I/we will be responsible for any losses incurred by the Company or its nominees as a result of any misrepresentations or willful omissions.

\_\_\_\_\_  
\_\_\_\_\_  
(COMPANY: \_\_\_\_\_)

CUSTOMER SIGNATURE: \_\_\_\_\_

WITNESSES:  
1. \_\_\_\_\_

FULL NAMES: \_\_\_\_\_

ID NUMBER: \_\_\_\_\_

DATE: \_\_\_\_\_

COMPANY STAMP: